



# BNZ PayClip

## Terms and Conditions

January 2023

# BNZ PayClip Terms and Conditions

These Terms and Conditions apply to the use of your PayClip terminal and facility. These Terms and Conditions are in addition to, and are to be read in conjunction with, your Letter of Offer, the BNZ Merchant Agreement Master Terms and Conditions (the “Merchant Agreement”), and the BNZ Merchant Service Guide. In the event of any inconsistency between the documents referred to above, the following rules shall apply:

- The Letter of Offer prevails over all other documents
- These PayClip Terms and Conditions prevail over the Merchant Agreement; and
- The Merchant Agreement prevails over all remaining documents.

## Term

There is no minimum term to your PayClip facility and you may cancel at any time by emailing us at [payclip@bnz.co.nz](mailto:payclip@bnz.co.nz) or calling 0800 729 254. However, please note that if you cancel your PayClip facility within the first 3 months, short term rental fees may apply (refer to your Letter of Offer for more information).

There is also no notification period required and upon receipt of your notice of cancellation any issued PayClip terminal(s) will be deactivated, and you have 30 days to return these.

## Services

### We agree to:

- provide the Services as set out in the Letter of Offer and in these Terms and Conditions. You acknowledge that our ability to provide these Services is subject to the availability of third-party services such as telecommunications and electricity
- provide you with a range of signs and other promotional material free of charge, to be displayed at the point of sale at your retail outlets
- provide you with the terminal(s) as set out in your Letter of Offer
- grant to you the non-exclusive, non-transferable right to use one copy of the software on each piece of equipment for the purposes of accessing the Services and for your own internal business purposes. If we make any modifications to the equipment we will do so at our expense
- provide you access 24 hours daily to the call centre to report faults and obtain advice on how to correct them.

## Your facility

You must only use your PayClip facility to process transactions in accordance with any instructions, directions, notifications, and user guides provided by BNZ to you in writing from time to time.

We may notify you of changes to the card types, schemes, and verification requirements from time to time. Changes take immediate effect if required for you or us to comply with a card scheme. All other changes take effect after 30 days' notice.

## PayClip terminal

The PayClip terminal remains at all times the property of BNZ and you must not do anything inconsistent with BNZ's title to the PayClip terminal (including, but not limited to, granting any security interest over the PayClip devices).

### You're also required to:

- take reasonable care of any PayClip terminals issued to you and not cause damage above what we deem is normal wear and tear
- keep the PayClip terminals issues to you at the location and grant us access to enable us to:
  - a) install, inspect, remove, repair, or replace the equipment; and
  - b) make modifications to the equipment
- regularly charge the terminals to ensure no internal degradation of the hardware
- not permit any third party (including a contractor) to use any PayClip terminal issued to you
- notify BNZ immediately should any PayClip terminal be lost, stolen, damaged or defective.
- keep secure, and not disclose, any passwords, PIN numbers, login details or other credentials used to access and use your PayClip facility
- use the PayClip terminal properly for the purpose provided and in accordance with the manufacturer's operating instructions and any Terminal Care Guide
- comply with all relevant laws relating to the possession, use and maintenance of the PayClip terminal.
- return any PayClip terminal to BNZ on request.

### You will not:

- interfere with or alter any software within the PayClip terminal
- knowingly or negligently use or attempt to use a malfunctioning PayClip terminal
- knowingly or negligently do or allow anything to happen which might damage or interfere with the PayClip terminal or compromise the PayClip terminals security
- modify, alter, or copy the PayClip terminal
- affix any mark or label to the PayClip terminal
- interfere in any way with the PayClip terminal
- sell, let, hire, encumber, charge, or otherwise deal with the PayClip terminal.
- connect or link the PayClip terminal with any other device or system without our prior written consent
- permit anyone but authorised agents to repair, service, or maintain the PayClip terminal.

Any faulty terminal will be swapped out at no cost to you, but any lost or damaged terminals will result in additional charges as set out in the PayClip Letter of Offer.

Once you notify us that you wish to return a PayClip terminal, a return pack will be provided to you at no cost. Failure to return all assigned PayClip terminal(s) within 30 days will result in a non-return fee being charged to you.

## Network services

### We will:

- provide you with access to and use of the Verifone Network, on the terms contained in these Terms and Conditions
- take all reasonable steps practicable to maintain the Verifone Network in proper working condition to provide a continuous and accurate service to you
- provide you access 24 hours daily to call centre staff to report faults and obtain advice on how to correct them.

From time to time the Verifone Network may be unavailable, for reasons such as telecommunications errors, power outages or system faults. When this occurs, your terminal is unable to go online to process Transactions.

### You agree that:

- all transactions will be processed as online transactions when electronic authorisation is available through the Eftpos System
- you may only process Electronic offline transactions if electronic authorisation is not available through the Eftpos System
- if the Verifone network is unavailable, and Electronic Offline Voucher (EOV) mode on your terminal is available, you may choose to take payment by processing transactions in EOV mode.

If you complete an electronic offline transaction and the transaction is stored within a point of sale device attached to the PayClip terminal, such point of sale device must be secure against unauthorised access.

When any offline transaction is conducted, it must be undertaken in accordance with BNZ requirements as described in the BNZ Merchant Service Guide.

We are not responsible for any loss of stored transactions should the terminal malfunction prior to uploading the transactions to the Verifone network.

### Use of Network Service

You'll comply with any notice, whether general or specific, from us relating to the use of the Telecommunications Network Service.

### Change in telecommunications type

If you propose to connect any terminal or equipment to the telecommunications network which is of a type or specification which you have not had connected to the telecommunications network before, it is your responsibility to ensure your payment services continue to operate.

### Maintenance and repair

You acknowledge that no person other than a person authorised by a telecommunications provider will maintain, repair, or interfere with any part of the telecommunications network. You will provide access to the serviced premises at all reasonable hours for the telecommunications provider to install, remove, modify, repair, maintain, inspect, test, suspend or terminate the network service, any part of the telecommunications network, or anything connected to the telecommunications network or used in association with the telecommunications network or the network service.

### Replacement

If any part of the telecommunications network on the serviced premises is lost, stolen, destroyed or damaged through any means other than by fair wear and tear, inherent defect, fire, flood, earthquake or other inevitable catastrophe, you will, on demand, pay (on behalf of the telecommunications provider) the cost of replacing or repairing that part of the telecommunications network.

### Liability

For the avoidance of doubt, we will not be liable for any transaction processing issues or business interruption resulting from any failure in connectivity due to faults with the telecommunications network.

## Fees

Monthly terminal rental fees are disclosed in your Letter of Offer and will be pro-rated for partial months at the rate of \$1 (plus GST) per day up to a maximum of a full month's fee. The start date for each terminal's rental will be the date of dispatch of the PayClip terminal, and the end date will be the date that you or BNZ provide notice of Termination of your PayClip facility (and your PayClip terminal is deactivated).

Terminal rental fees are charged in arrears on the 15th of the following month. If the 15th falls on a non-business day the fees will be charged on the next business day after the 15th.

We may also charge other fees, which are set out in your Letter of Offer.

### SIM activity fee

Your PayClip terminal is Wi-Fi capable meaning that it can connect directly to the payment network via a privately encrypted Wi-Fi network. It can also connect via a hot spot from a smart device securely connected to a cellular network. The PayClip terminal will not connect over a public/unencrypted Wi-Fi network as card data needs to be securely transmitted.

There is the additional option to enable the PayClip to connect to the cellular network directly by enabling the SIM card inside the terminal.

You can enable and disable the SIM as often as you like, by contacting us, but a fee of \$5 (plus GST) per month per terminal will be charged for each month the SIM is active in - and is not pro-rated.

This fee will be charged at the same time your terminal rental fee is applied.

## Termination

You may terminate your PayClip facility at any time by emailing us at [payclip@bnz.co.nz](mailto:payclip@bnz.co.nz) or calling 0800 729 254. However, if you terminate your PayClip facility within the first 3 months short term rental fees may apply (refer to your Letter of Offer for more information).

We may terminate your PayClip facility (or your merchant agreement with BNZ) at any time by giving you notice in writing (including by email), in accordance with clause 19.3 of the BNZ Merchant Agreement Master Terms and Conditions.

